

## 2024 IBEW NEGOTIATIONS PACKAGE PROPOSAL A

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### TERM

- July 1, 2024-June 30, 2027

### WAGES

- Fiscal Year 2024-2025

6.00% general wage increase effective Fiscal Year 2024-2025. Effective the first full pay period of Fiscal Year 2024-2025, after approval by City Council and ratification by IBEW, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 6.00%.

- Fiscal Year 2025-2026

4.00% general wage increase effective Fiscal Year 2025-2026. Effective the first full pay period of Fiscal Year 2025-2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 4.00%.

1.00% general wage increase effective Fiscal Year 2025-2026. Effective the first full pay period in January 2026, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 1.00%.

- Fiscal Year 2026-2027

3.50% general wage increase effective Fiscal Year 2026-2027. Effective the first full pay period of Fiscal Year 2026-2027, all salary ranges for employees holding positions in classifications assigned to IBEW shall be increased by approximately 3.50%.

If the revised 5-Year Forecast included as part of the 2026-2027 Proposed Operating Budget includes a \$10 million dollar surplus or more in Fiscal Year 2026-2027, the general wage increase effective the first full pay period of Fiscal Year 2026-2027, for employees holding positions in classifications assigned to IBEW shall be 4.00%

### HOURS OF WORK AND OVERTIME

- Overtime - (Placeholder)

### PREMIUM PAY

- Shift Differential - (As Proposed February 14, 2024)

### SPECIAL PAYS

- Meal Allowance - (As Proposed February 14, 2024)
- Protective Footwear - (As Proposed February 28, 2024)

### BENEFITS

- Health in Lieu for Single Only- (As Proposed February 14, 2024)

### LEAVES

- City-Paid Parental Leave - See Attached

## 2024 IBEW NEGOTIATIONS PACKAGE PROPOSAL A

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### DISCIPLINARY ACTION

- Discipline Appeals - (Placeholder)

### GRIEVANCE PROCEDURE

- Grievance Procedure - (Placeholder)

### LAYOFF

- Layoffs & Bumping, and Layoff Reinstatement List - (Placeholder)

### OTHER

- Overpayments of Compensation - (As Proposed February 14, 2024)
- Period of Memorandum of Agreement - (As Proposed February 14, 2024)

### HOUSEKEEPING

- Housekeeping - Incorporation of Lunar New Year - (As Proposed February 7, 2024)
- Housekeeping - Sick Leave - (As Proposed February 14, 2024)
- Housekeeping - Bereavement Leave - (As Proposed February 14, 2024)
- Housekeeping - City Healthcare Program - (As Proposed February 28, 2024)

### SIDE LETTER AGREEMENTS

- Electrician Apprenticeship Program

### CONTINUATION OF SIDE LETTER AGREEMENTS

The Side Letter Agreements listed below will remain in effect through June 30, 2027:

- Unclassified Temporary Electricians Agreement

*\* This package proposal is submitted in an attempt to reach a settlement. In the event the package proposal is not accepted in its entirety, the City reserves the right to modify, amend and/or add proposals.*

CITY COUNTERPROPOSAL TO IBEW – SHIFT DIFFERENTIAL

City Proposed Language:

5.3 Shift Differential

- 5.3.1 Employees regularly assigned to work a swing shift, as defined herein, shall be paid a shift differential of two dollars and twenty-five cents (~~\$2.0025~~) an hour for each hour, to the nearest fifteen minutes, actually worked. Employees regularly assigned to work a graveyard shift, as defined herein, shall be paid a shift differential of two dollars and thirty-five ~~fifty~~ cents (~~\$2.3550~~) an hour for each hour, to the nearest fifteen minutes, actually worked. For purposes of this section "regularly assigned" shall be defined as any regularly scheduled shift worked in excess of one shift during a pay period.
- 5.3.2 A swing shift is any regular shift of eight (8) hours or more regularly scheduled to start between the hours of 2:00 p.m. and 11:59 p.m.
- 5.3.3 A graveyard shift is any regular shift of eight (8) hours or more regularly scheduled to start between the hours of 12 Midnight and 5:59 a.m.
- 5.3.4 Except as otherwise required by applicable State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.
- 5.3.5 Employees shall continue to be paid such shift differential while on vacation, compensatory time and/or personal leave of forty (40) consecutive hours or longer as though such person had continued to work his/her regularly assigned swing or graveyard shift during the period of vacation. City observed holiday hours may be credited towards meeting the 40 consecutive hours requirement, however, holiday leave hours do not qualify for payment of shift differential.

**CITY COUNTERPROPOSAL TO IBEW – MEAL ALLOWANCE**

City Proposed Language:

5.15 Meal Allowance

In the event an employee is assigned to work two consecutive shifts, the City shall provide the employee with \$~~14~~20.00 as a meal allowance.

### CITY COUNTERPROPOSAL TO IBEW – PROTECTIVE FOOTWEAR

City Proposed Language:

#### 5.16 Protective Footwear

The City agrees to provide a voucher for the purchase of protective footwear, which may include sole inserts, for up to ~~\$220.00~~300.00 for employees in Fiscal Year 2024-2025 when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Effective Fiscal Year 2025-2026, the voucher shall be up to \$325.00. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. If necessary, the City may replace the employee's safety shoes if they are damaged beyond use due to work related usage as determined by the Department's Safety Officer, or designee, or the City's Safety Officer. An individual may select an approved style that is more expensive than the City maximum by paying the difference. For purposes of this section a calendar year is twelve (12) calendar months from the time an employee receives the voucher.

CITY COUNTERPROPOSAL TO IBEW – PAYMENT IN-LIEU HEALTH AND DENTAL INSURANCE

City Proposed Language:

5.6.5 Payment-in-Lieu of Health and/or Dental Insurance Program

5.6.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective as soon as practicable in Fiscal Year 2024-2025, following union ratification and Council approval in open session, the payment in lieu amount for employee only will be adjusted as provided in section 5.6.5.2.~~Effective January 1, 2016, payment in lieu of health and/or dental insurance will have a 4 tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment in lieu amounts will be adjusted effective the first pay period in the payroll calendar year 2016, which starts December 20, 2015.~~

5.6.5.2 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

Health Insurance Tier	Health-in-Lieu	Dental-in-Lieu
Employee	<del>\$89.09</del> <u>102.00</u>	\$6.65
Employee plus Spouse/Domestic Partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

5.6.5.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, a new employee must attest that the employee and all covered dependents have or will have minimum essential coverage under an alternative group medical/dental plan and an

employee who has a life qualifying event must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

5.6.5.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period, or within thirty (30) days of a qualifying event (as defined in the Human Resources Handbook) occurring anytime during the year. Employees who miss the thirty (30) day time limit after a qualifying event will be required to wait until the next open enrollment period to enroll in the payment-in-lieu program. Enrollment in the payment-in-lieu insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

5.6.5.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced workweek of less than thirty-five (35) regular hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

5.6.5.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.

5.6.5.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Reenrollment in the plan shall be in accordance with the carriers' enrollment procedures.

5.6.5.6.1 Dental Insurance. To enroll in a City dental insurance plan following the loss of alternative coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carrier's enrollment procedures.



**CITY COUNTERPROPOSAL TO IBEW – CITY-PAID PARENTAL LEAVE**

City Proposed Language:

ARTICLE xx

City-Paid Parental Leave. Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, the Paid-Parental Leave Program will become permanent and the following will be incorporated into the City's Administrative Policy Manual.

Effective the first full pay period in Fiscal Year 2024-2025 following union ratification and Council approval in open session, for eligible births, adoptions, or foster care placements, full-time employees will receive a maximum total of three hundred and twenty (320) hours of paid time off and shall be eligible to use up to a maximum total of one-hundred and twenty (120) hours of their available sick leave for City-Paid Parental Leave reasons.

City-Paid Parental Leave and the use of available sick leave balances for City-Paid Parental Leave reasons must be used and completed no later than 12 months from the birth or placement of child.

CITY PROPOSAL TO IBEW – OVERPAYMENTS OF COMPENSATION

ARTICLE XX OVERPAYMENTS OF COMPENSATION

xx.x When the City determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. The City will endeavor to reach mutual agreement with the employee regarding repayment terms, which may be in lump sum cash payment(s) or installment(s) through payroll deduction(s). Absent mutual agreement on a method of reimbursement within 30 days, the City shall proceed with recoupment via Payroll deductions over a number of pay periods equivalent to the term of overpayment, unless the maximum deduction per pay period is insufficient to repay the balance of the overpayment. In this case, the payments shall continue for as many pay periods is necessary to repay the balance of the overpayment. In no event shall amounts deducted from payment of salary or wages exceed 15% of the employee's net disposable earnings.

xx.x An employee who separates from City employment prior to full repayment of the amount owed to the City shall have any money owed to the City withheld from their final paycheck(s). If the amount of money owed upon separation is insufficient to provide full reimbursement to the City, the City shall have the right to exercise any and all other legal means to recover the additional amount owed.

## 2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS

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### CITY PROPOSAL TO IBEW – PERIOD OF MEMORANDUM OF AGREEMENT

City Proposed Language:

#### ARTICLE 1 PERIOD OF MEMORANDUM OF AGREEMENT

This Agreement shall become effective July 1, ~~2021~~2024, except where otherwise provided, and shall remain in effect through June 30, ~~2024~~20xx. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is mutually agreed that the first meeting of the parties will be ~~held~~ scheduled no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current contract terminates. This notice must be made in writing, must specifically include a request to commence bargaining, and must include proposed dates for the meeting.

**2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS**

**CITY PROPOSAL TO IBEW – HOUSEKEEPING – INCORPORATION OF LUNAR NEW YEAR SIDE LETTER**

**ARTICLE 16 HOLIDAYS**

16.1 Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holidays specified below shall be entitled to paid holiday leave on each of the following specified days and on no other day, during the term of this Agreement:

- 16.1.1 New Year’s Day
- Martin Luther King Day
- Lunar New Year
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People’s Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day

**ARTICLE 17 VACATIONS AND PERSONAL LEAVE**

17.4 Personal Leave

Effective the first pay period of each payroll year, each full time employee shall be entitled to a maximum of ~~twenty-four (24)~~ thirty-two (32) hours per payroll calendar year, eight (8) hours of which is granted in recognition that City employees may wish to observe a personal holiday that is not observed by the City. Such leave may be scheduled in fifteen minute increments, at any time, subject to approval of the supervisor. Personal Leave is not accrued. Any such leave not taken by the date of termination for employees terminating during the year, or by the end of the last pay period in the calendar year for other employees, shall not be paid out nor carried over to subsequent years. Under no circumstances, such as promotion, transfer, and/or rehire, shall an employee receive more than ~~24-32~~ hours of Personal Leave in any given calendar year.

17.4.1 Full time employees hired on or after July 1 of each payroll calendar year shall be entitled to only ~~twelve (12)-sixteen (16)~~ hours in the payroll calendar year in which they were hired.

17.4.2 ~~Effective the first pay period of payroll calendar year 2023,~~ an employee on a reduced work week schedule will receive personal leave as indicated in the chart below, even if the actual hours worked exceed that amount.

Scheduled Work Hours per Week	Benefit Level	Hours of Personal Leave
35-39.9 hours per week	100%	<del>24-32</del> hours
30-34.9 hours per week	75%	<del>18-24</del> hours
25-29.9 hours per week	62.5%	<del>15-20</del> hours

## 2024 CITY OF SAN JOSÉ – IBEW NEGOTIATIONS

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20-24.9 hours per week	50%	<del>12-16</del> hours
Less than 20 hours per week	Unbenefited	None

17.4.3 ~~Effective the first pay period of payroll calendar year 2023,~~ An employee who is promoted or demoted into an IBEW-represented classification will have the number of Personal Leave hours they receive upon promotion or demotion reduced on an hour-for-hour basis based on their usage of Personal Leave and/or Executive Leave within the same payroll calendar year.

**CITY PROPOSAL TO IBEW – HOUSEKEEPING - SICK LEAVE**

City Proposed Language:

**ARTICLE 18 SICK LEAVE**

18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness of the employee's child, mother, father, spouse, or domestic partner registered with the Department of Human Resources.

Up to a total of 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, stepchild, or designated person as defined in the City Policy Manual 4.2.1 Leaves of Absence Policy.

**CITY PROPOSAL TO IBEW – HOUSEKEEPING - BEREAVEMENT LEAVE**

City Proposed Language:

**ARTICLE 23 BEREAVEMENT LEAVE**

23.1 Employees shall be entitled to use bereavement leave for up to five (5) days due to the death of a qualifying relative. The days of bereavement leave need not be consecutive. Each full-time employee shall be granted Bereavement Leave with full pay for up to 40 work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including, but not limited to, sick leave. All leave must be used within ~~30 calendar days~~three (3) months following the death of an eligible person. Under extreme circumstances, the ~~30-day~~3-month requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal:

- a) Parent/Step-parent
- b) Spouse
- c) Child/Step-child
- d) Brother/Sister/Step-brother/Step-sister/Half-brother/Half-sister
- e) Grandparent/Step-grandparent
- f) Great grandparent/Step-great grandparent
- g) Grandchild
- h) Brother/Sister-in law/Son/Daughter-in-law

23.1.1 A domestic partner, as referenced in Section 23.1 must be the domestic partner registered with the Department of Human Resources.

23.2 Anything herein above to the contrary notwithstanding, no such employee shall be ~~granted~~entitled to compensation for Bereavement Lleave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

CITY PROPOSAL TO IBEW – HOUSEKEEPING – CITY HEALTHCARE PROGRAM

The changes below are to incorporate the terms of the Side Letter Agreement dated July 11, 2018 and signed by IBEW on July 23, 2018, related to the City Healthcare Program.

City Proposed Language:

5.6 Health Insurance Coverage

5.6.1 All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

5.6.2 Medical Insurance Provider with the Highest Overall Employee Enrollment. The City pays eighty-five percent (85%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Pplan of the medical insurance provider with the highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays fifteen percent (15%) of the full premium for the lowest priced Non-Deductible HMO plan. If the employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Pplan of the medical insurance provider with the highest overall employee enrollment., ~~the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced Non-Deductible HMO plan.~~

~~The Kaiser Permanente 1500 Deductible HMO Benefit Plan will be available to employees represented by IBEW in addition to the existing plan options~~

5.6.3 Medical Insurance Provider with Second Highest Overall Employee Enrollment. The City will pay ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment for the employee or the employee and dependent coverage, and the employee pays ten percent (10%) of the full premium cost of the lowest priced Non-Deductible Co-Pay Plan of the medical insurance provider with the second highest overall employee enrollment.

5.6.4 Any deductible plans offered by the medical insurance provider with the second highest overall employee enrollment and whose cost is below ninety percent (90%) of the full premium cost of the lowest priced Non-Deductible HMO Co-Pay Plan will be offered to full-time employees at no cost.

5.6.5 If a full-time employee selects a plan other than the lowest priced Non-Deductible HMO Co-Pay Plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced Non-Deductible HMO Co-Pay Plan.

5.6.6 Default Healthcare Plan. New full-time employees and current employees not previously eligible to receive benefits who are hired into a full-time position eligible for benefits on or after July 15, 2018, who do not sign up for a healthcare plan within thirty (30) calendar days from their hire date, will be automatically enrolled in the Deductible plan offered by the medical insurance



provider with the second highest overall employee enrollment at the time the employee is automatically enrolled.

5.7 Dental Insurance

5.7.1 The City will ~~provide offer~~ dental coverage for eligible full-time employees and their dependents. As of the date of this agreement the plans include ~~an indemnity plan a PPO~~ and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook available on the City's website and in pamphlets available. ~~A copy of this document shall be available upon request in the Human Resources Department.~~ All available plans have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family).

The City will provide dental coverage in the lowest priced plan for eligible full-time employees and their dependents. If an employee selects a plan other than the lowest priced plan the City will pay ninety-five percent (95%) of the full premium cost for the selected dental coverage for eligible full time employees and their dependents and the employee shall pay five percent (5%) of the full premium cost for the selected plan. ~~As of the date of this agreement the plans include an indemnity plan and a DHMO plan. These plans are described in the City of San Jose Employee Benefits Handbook. A copy of this document shall be available in the Human Resources Department.~~

5.7.1.1 ~~All active, eligible, full-time employees and their eligible dependents that are enrolled in the Delta Dental Plan will receive a lifetime maximum benefit of \$2,000 for orthodontic coverage. Each eligible, full-time employee and dependents shall receive Orthodontia coverage in the Delta Dental Plans; the PPO plan must be medically necessary and has a lifetime maximum amount of \$2,000, the DHMO plan will include a copayment of \$1,000, and orthodontia coverage (both medically and non-medically necessary) is limited to once per eligible member per lifetime.~~

5.7.1.2 ~~Each active, eligible, full-time employee and eligible dependents that are enrolled in the Delta Dental Plan shall receive annual maximum coverage of \$1500.00. Retirees who meet the eligibility requirements defined in Ordinance No. 22261 amending sections 3.24, Part 24, and 3.28, Part 17, Title 3 of the San Jose Municipal Code are entitled to dental insurance coverage as a benefit of the Federated Retirement System.~~

5.7.2 An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

**SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 332  
(IBEW)

**Electrician Apprenticeship Program**

The City and the International Brotherhood of Electrical Workers (IBEW) agree that the Electrician Apprenticeship Program shall commence as soon as possible. The City and IBEW agree to continue meeting with the Electrical Training Alliance of Silicon Valley (ETA) Joint Apprenticeship and Training Committee for the purpose of utilizing the ETA as the Lead Educational Agency to establish and implement the City’s Electrician Apprenticeship Program effective as soon as practicable.

In the event that the ETA Joint Apprenticeship and Training Committee declines the City and IBEW’s proposal to act as the Lead Educational Agency for the City’s Electrician Apprenticeship Program, the parties agree that the City may select a different agency/provider to serve as the Lead Educational Agency for the City’s Electrician Apprenticeship Program. The Lead Educational Agency selected will be at the City’s sole discretion, and IBEW will not oppose the establishment of the City’s Electrician Apprenticeship Program with the ETA or any other agency/provider.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties. This Agreement shall become effective only as part of the overall tentative agreement for a successor MOA, when signed by all parties below, ratified by IBEW and approved by the City Council.

**FOR THE CITY:**

**FOR THE EMPLOYEE ORGANIZATION:**

\_\_\_\_\_  
Elsa Cordova Date  
Assistant to the City Manager, OER

\_\_\_\_\_  
Nate Morris Date  
Business Representative, IBEW

\_\_\_\_\_  
Cheryl Parkman Date  
Assistant to the City Manager, OER